

REMARKS

Applicants respectfully request reconsideration of the above-referenced U.S. Patent application. Claims 1, 3-6, 8, 10, 17-20, and 24 are amended herein. No claims are added or cancelled. Therefore, claims 1-25 are pending.

Claim Rejections - 35 U.S.C. § 102

Claims 1, 4-8, 11-23, and 25 were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 5,533,025 issued to Fleek et al. (*Fleek*). Applicants submit that these claims are not anticipated by *Fleek* for at least the following reasons.

Preliminary Matters

As a preliminary matter, the Office Action at page 5 claims that Applicants "agreed Fleek acknowledgment timeout to the session time limit." Applicants traverse this assertion. Applicants have not agreed nor suggested that the acknowledgement timeout discussed in *Fleek* could be construed as a session time limit. Nor have Applicants agreed nor suggested that the sensing of a new frequency in a frequency hopping scheme discussed in *Fleek* could be construed as a session renewal. Applicants specifically stated in the Response filed May 13, 2003, and here renew the argument that *Fleek* **fails** to disclose a session time limit and detecting a session renewal, for at least the reasons set forth below.

Rejection of Claims 1 and 4-7

Claim 1 as amended recites the following:

a communication device establishing a wireless communication session with a remote user terminal, the wireless **communication session having associated therewith a session time limit;**
the communication device **detecting a session renewal;** and
the communication device altering the session time limit in response to detecting the session renewal.

Thus, Applicants claim detecting a renewal of a wireless communication session having an associated session time limit.

Fleek Fails to Disclose or Suggest a Communication Session Time Limit

In response to Applicants' argument in the Response of May 13, 2003 that *Fleek* fails to disclose or suggest a session time limit, the Office Action at page 5 provides an explanation of frequency hopping. As Applicants have understood the assertions in the Office Action, the explanation of frequency hopping is provided for purposes of asserting that the time between beginning communication on a frequency of the frequency hopping scheme and the time of the acknowledgement timeout indicating to change frequencies is purported to be a "session time limit." Applicants respectfully submit that the discussion of frequency hopping fails to provide support for rejecting the claims under *Fleek*. The Office Action at page 5 asserts that:

Fleek by using acknowledgment timeout, [lets] the system know, that it is time for a new transmission, when a remote session receives a response to the request message from the base station, the base station [listens] on the first frequency for a hop cycle trailer signal. **If ... a remote station does not receive a response by a certain time, it hops to a third frequency that is randomly chosen.** When remote station hops to the ... third frequency the communication on first frequency is ended, therefore the session ended, and by hopping to the third frequency the session renewal and remote station claim renewing a communication session for a second session time limit. Fleek on column 5 lines 36 specifically [discloses] that after [the] remote station waits for [an] amount of time, [it] begins the entire sensing and transmit procedure all over again. (Emphasis in original.)

In contrast to what is asserted in the Office Action, the time period for using one frequency before hopping to a next predetermined frequency in a frequency hopping scheme does **not** define the time limit of a communication session.

A communication **session**, as Applicants understand, refers to a concept associated with the protocol layers of a communication system, where a remote station registers with, for example, a base station to have a right to access certain communication channels for the duration

of the session. A communication session may not have an associated time limit, requiring that a termination signal be exchanged to terminate the session. A communication session, however, may also be defined to have an associated time limit, and a lapse of the time limit may be defined to terminate the session. A termination of the session requires the remote station to re-register before having right of access to the communication channels again. The communication channels are typically defined in the communication protocol employed by the communication system. Thus, a session is an upper protocol layer concept as compared to the physical layers involved in signal transmission.

Frequency hopping, in contrast, is a technology associated with controlling the physical layers of a communication device, and does not define whether a remote station has a session open. As long as a session is open, the remote station has a right to access the communication channel, even though it may hop carrier frequency for sending the next segment of data. An acknowledgment timeout thus refers only to timing of changing carrier frequency, and does not refer to the time limit of a communication session.

Thus, where *Fleek* discusses beginning "the entire sensing and transmit procedure all over again" at column 5, lines 34 to 38, *Fleek* is referring to synchronizing the hardware to transmit on a new physical carrier frequency, which fails to disclose or suggest whether a session was created or whether a session has a time limit. Thus, Applicants respectfully submit that interpreting *Fleek* to disclose a communication session is not supported by the reference. Therefore, *Fleek* fails to disclose or suggest a session time limit as claimed.

Fleek Further Fails to Disclose or Suggest a Session Renewal

The Office Action further asserts that *Fleek* discloses a session renewal, also based on *Fleek*'s discussion of frequency hopping. Applicants stated in the previous Response of May 13,

2003, and here renew the argument that **even assuming** that an acknowledgement timeout could be construed as a session time limit, **which Applicants maintain is an improper reading of *Fleek***, *Fleek* further fails to disclose a session renewal or detecting a session renewal. According to the explanation in the Office Action, once frequencies are hopped in *Fleek*, the remote station must then "begin[] the entire sensing and transmit procedure all over again." Thus, according to the explanation in the Office Action, if what is purported to be the session is ended with hopping to a new frequency, then "begin[ning] the entire sensing and transmit procedure all over again" must refer to opening a new session, and fails to disclose or suggest renewing an already open session.

***Fleek* Further Fails to Disclose or Suggest Altering a Session Time Limit**

Furthermore, even assuming *arguendo* that *Fleek* were construed as disclosing a session time limit and/or a session renewal, which Applicants maintain would be an improper construction of *Fleek*, *Fleek* fails to disclose or suggest **altering the first session time limit** in response to detecting a session renewal. Applicants respectfully submit that even construing *Fleek* as disclosing a session time limit and a session renewal based on *Fleek*'s mentioning that frequency hopping requires a remote station to "begin[] the entire sensing and transmit procedure all over again," *Fleek* fails to disclose or suggest **altering** the time limit of an original session. If the entire sensing and transmit procedure is begun all over again, at the very most *Fleek* could be interpreted as beginning a new session, which Applicants do not concede but present solely for purposes of discussion. Therefore, *Fleek* fails to anticipate claim 1 because it fails to disclose or suggest at least one limitation of claim.

Claims 4-7 depend from claim 1. Because dependent claims necessarily include the limitations of the claims from which they depend, Applicants submit that these claims are not anticipated by *Fleek* for at least the reasons set forth above with respect to claim 1.

Rejection of Claims 8 and 11-14

Claim 8 as amended recites the following:

a communication device providing a session to a remote user terminal, the session having associated therewith a **first session time limit**;
the communication device determining whether a **session renewal** has been generated; and
upon lapse of the first session time limit, the communication device, if having **determined that a session renewal has been generated, renewing the session** for a second session time limit, and if having determined that a session renewal has not been generated, terminating the session.

Thus, Applicants claim renewing a communication session for a second session time limit if it is determined that a session renewal has been generated.

As set forth above, *Fleek* fails to disclose or suggest a session time limit, a session lapse, and a session renewal. Thus, the arguments set forth above apply equally well to claims 8 and 11-14. Because *Fleek* fails to disclose or suggest at least one limitation of claim 8, Applicants respectfully submit that *Fleek* fails to anticipate claim 8 or claims 11-14, which depend from claim 8 and so necessarily include the limitations of claim 8.

Claims 15-23 and 25

Claim 15 recites the following:

a session lifespan means for **providing a time limit to a communication session** with an external device, the communication session characterized by an ability of the external device to have access to wireless communication channels for exchanging data; and
a session management means for **altering the time limit in response to a predetermined condition**.

Thus, Applicants claim a means for providing a communication session time limit, and means for altering the time limit in response to a predetermined condition.

As discussed above, *Fleek* fails to disclose or suggest a session time limit, a session renewal, and/or altering a session time limit. Therefore, *Fleek* fails to disclose or suggest the invention as recited in claim 15. Furthermore, claims 16-23 and 25 depend from claim 15. Because dependent claims necessarily include the limitations of the claims from which they depend, Applicants submit that *Fleek* fails to anticipate these claims for at least the reasons set forth above.

Claim Rejections - 35 U.S.C. § 103

Claims 2-3, 9-10, and 24 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Fleek* in view of U.S. Patent No. 6,374,112 issued to Widegren et al. (*Widegren*). Applicants submit that these claims are not rendered obvious by *Fleek* and *Widegren* for at least the following reasons.

Claims 2-3

Claims 2-3 depend from claim 1, discussed above. The Office Action cites *Widegren* for the proposition that a priority status associated with the remote user terminal causes a session renewal. Whether or not *Widegren* stands for the proposition asserted in the Office Action, which Applicants do not concede, *Widegren* fails to cure the deficiencies of *Fleek*. Specifically, *Fleek* and *Widegren*, either alone or in combination, fail to disclose or suggest detecting a session renewal and altering the session time limit in response to detecting the session renewal, as recited in claim 1. Therefore, no combination of *Fleek* and *Widegren* renders obvious the invention as set forth in claims 2 and 3, which depend from claim 1.

Claims 9-10

Claims 9-10 depend from claim 8, discussed above. The reasoning set forth above with respect to claim 8 applies equally well to these claims. Specifically, *Fleek* fails to disclose or suggest a session time limit, a session lapse, and a session renewal as recited in claim 8. Furthermore, whether or not *Widegren* stands for the proposition asserted in the Office Action, which Applicants do not concede, *Widegren* fails to cure the deficiencies of *Fleek*. Thus, both *Widegren* and *Fleek*, either alone or in combination, fail to disclose or suggest each and every element of the invention as recited in claim 8. Therefore, *Widegren* and *Fleek* cannot render obvious the invention as recited in claims 9 and 10, which depend from claim 8.

Claim 24

Claim 24 depends from claim 15, discussed above. Furthermore, whether or not *Widegren* discloses what is asserted in the Office Action, which Applicants do not concede, *Widegren* fails to cure the deficiencies of *Fleek* discussed above with respect to claim 15. Thus, both *Fleek* and *Widegren*, either alone or in combination, fail to disclose or suggest each and every limitation of claim 15. Therefore, *Fleek* and *Widegren* cannot render obvious claim 24, which depends from claim 15.

Conclusion

For at least the foregoing reasons, Applicants submit that the rejections have been overcome. Therefore, claims 1-25 are in condition for allowance and such action is earnestly solicited. The Examiner is respectfully requested to contact the undersigned by telephone if such contact would further the examination of the present application.

02-2666.

Date: 9/23/13

Examiner: N. Mehrpour
Art Unit: 2686